

This experiment could begin on or after May 11, 2015, and continue for a maximum of 270 days from that date, unless otherwise terminated by the Division or any of the participating casino licensees prior to that time, pursuant to the terms and conditions of the experiment.

Should the temporary amendment prove successful in the judgment of the Division, the Division will propose it for final adoption in accordance with the public notice and comment requirements of the Administrative Procedure Act and N.J.A.C. 1:30.

(a)

DIVISION OF GAMING ENFORCEMENT

Rules of the Games

Free Bet Blackjack with Optional Push 22 Side Wager

Temporary Adoption of New Rules: N.J.A.C. 13:69F-2.31 and 2.32

Temporary Adoption of Amendments: N.J.A.C. 13:69E-1.10 and 13:69F-2.1, 2.3, 2.6, 2.7, 2.8, 2.10, 2.11, 2.12, 2.18, 2.20, 2.22, 2.23, 2.24, 2.25, and 2.26

Authority: N.J.S.A. 5:12-69.a, 69.e, 70.a(7), 70.a(10), and 76.g.

Take notice that the Division of Gaming Enforcement shall, pursuant to N.J.S.A. 5:12-69.e, amend the regulations regarding the Rules of the Games to authorize “Free Bet Blackjack with Optional Push 22 Side Wager” for the game of blackjack.

The experiment for the optional side bet “Free Bet Blackjack with Optional Push 22 Side Wager” for the game of blackjack will be conducted in accordance with temporary new rules and amendments, which shall be available in each casino and shall also be available from the Division upon request.

This experiment could begin on or after May 11, 2015, and continue for a maximum of 270 days from that date, unless otherwise terminated by the Division or any of the participating casino licensees prior to that time, pursuant to the terms and conditions of the experiment.

Should the temporary amendment prove successful in the judgment of the Division, the Division will propose it for final adoption in accordance with the public notice and comment requirements of the Administrative Procedure Act and N.J.A.C. 1:30.

TREASURY — GENERAL

(b)

DIVISION OF PENSIONS AND BENEFITS

Alternate Benefit Program

Adopted New Rules: N.J.A.C. 17:7

Adopted New Rules: N.J.A.C. 17:7-22.1 through 22.6

Adopted Recodifications: N.J.A.C. 17:7-22.4 and 22.7 as 18.4 and 8.8, Respectively

Proposed: April 7, 2014, at 46 N.J.R. 588(a).

Adopted: April 2, 2015, by the Division of Pensions and Benefits, Florence J. Sheppard, Acting Director.

Filed: April 2, 2015, as R.2015 d.072, **without change, but with proposed new N.J.A.C. 17:7-8.11 and the proposed amendment to N.J.A.C. 17:7-8.1(b)3 not adopted, but still pending.**

Authority: N.J.S.A. 52:18A-107 et seq., specifically, 18A:66-192.

Effective Date: May 4, 2015.

Expiration Date: May 4, 2022.

The Division is adopting expired N.J.A.C. 17:7 at this time as new rules, along with the proposed amendments, new N.J.A.C. 17:7-22.1 through

22.6, and recodifications (N.J.A.C. 17:7-22.4 and 22.7 as 18.4 and 8.8, respectively) proposed in the notice of proposal, as no comments regarding these changes were received. However, in response to comments received regarding the term allowed for Transition to Retirement Program (TTRP) participation for Alternate Benefit Program (ABP) members, proposed new N.J.A.C. 17:7-8.11 is not adopted at this time, but is still pending. Instead, a notice of proposed substantial changes upon adoption to proposed amendments is being published concurrent with this notice of adoption, in order to propose substantial changes to proposed new N.J.A.C. 17:7-8.11. Specifically, the proposed changes will allow members whose employers have existing Transition to Retirement Programs (TTRPs) that allow participation for more than one year, to continue participation in the employer’s current TTRP for a period of up to five years from the effective date of this section. In addition, employers will be required to provide evidence through their actions that their TTRPs comply with the one-year requirement within five years of the date that N.J.A.C. 17:7-8.11 is adopted. As a result of N.J.A.C. 17:7-8.11 not being adopted at this point in time, the amendment to N.J.A.C. 17:7-8.1(b)3 also must remain pending.

Summary of Public Comment and Agency Response:

No comments were received in response to the notice of proposal, except as noted above.

Federal Standards Statement

The expired rules adopted herein as new rules with amendments, recodifications, and new rules meet but do not exceed the applicable Federal standards, 26 U.S.C. § 403(b). There are no other Federal standards applicable to the subject matter of this chapter, therefore, a Federal standards analysis is not required.

Full text of the expired rules adopted herein as new rules can be found in the New Jersey Administrative Code at N.J.A.C. 17:7.

Full text of the adopted amendments, recodifications, and new rules follows:

SUBCHAPTER 1. GENERAL PROVISIONS

17:7-1.7 No additional benefits—ABP Retirement Plan only

No additional retirement, death, or other benefit under the ABP Retirement Plan shall be payable by the State; Rutgers, the State University; the New Jersey Institute of Technology; Rowan University; University Hospital; State colleges and universities; county colleges; or the Division of Pensions and Benefits. Benefits shall be payable to participants and their beneficiaries only by the pension providers under the terms of the contracts with such pension providers.

SUBCHAPTER 2. DEFINITIONS

17:7-2.1 Definitions

Whenever used in the Program or with respect to an applicable Plan, each of the following terms has the meaning stated below. To the extent that any term is not defined in this subchapter or otherwise by this chapter, such term has the meaning given by N.J.S.A. 18A:66-169 or by the Internal Revenue Code.

...

“Base salary” means a participant’s regular base or contractual salary. Base salary includes employee contributions as well as salary reduction contributions and other amounts excluded from gross income with respect to such base salary under, without limitation, IRC §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(b), 403(b), 414(h)(2), or 457(b). Payments related to guaranteed faculty practice moneys shall be included in such base salary up to the extent provided by N.J.S.A. 43:3C-9.1 et seq. The employee’s and employer’s contributions shall be computed on earned and paid base salary. Base salary excludes bonus, overtime, or other forms of extra compensation, such as:

1.-5. (No change.)

6. Any unscheduled individual adjustment made in the final year to place the member at the maximum salary level within his or her salary range;

7. Any pay for services rendered during the summer vacation period by a participant who is required to work only 10 months of the year;

8. Vehicle allowance or reimbursement;

9. Housing allowance or reimbursement; and

10. Relocation allowance or reimbursement.

...
 “Distribution” means, as appropriate in the context, any kind of distribution or the particular kind of distribution provided by the ABP Retirement Plan, Group Life Insurance Plan, or ACTS.
 ...

“Employer” means county colleges; Rutgers, the State University; Rowan University; University Hospital; and the State colleges, that pays the base salary of a participant for services rendered by the participant. Except as described in this definition, each employer with eligible employees shall be a participating employer with respect to the ABP for the benefit of its eligible employees as described in N.J.A.C. 17:7-4 and not excluded thereunder, and shall not be required to take affirmative action to adopt the ABP for its eligible employees or to enter into any contractual arrangement regarding its obligations to contribute to the plan, except as may be required by the Plan Administrator. Notwithstanding the foregoing, the Plan Administrator may determine that an employer is not eligible to maintain the ABP for its employees if the Plan Administrator reasonably concludes that the employer is not an employer that can maintain a “governmental plan” within the meaning of § 414(d) of the Federal Internal Revenue Code or Section 3(32) of the Employees Retirement Income Security Act, as amended. The Plan Administrator’s determination in this regard shall be final and conclusive.
 ...

“Non-academic employee” is one who does not occupy a faculty or other teaching position with academic rank or other equivalent title whose primary employment is not directly related to teaching, research, and/or other aspects of the educational programs of the county college. Adjunct faculty members and part-time instructors of the faculty of Rutgers, the State University; the New Jersey Institute of Technology; Rowan University; the State; and county colleges are excluded from this definition.
 ...

“Part-time” means an appointment where the employee receives a salary or wages for a period of less than 50 percent of the normal work week. This definition shall apply to teaching and administrative staff members, and to employees serving in a dual capacity where the appointment includes teaching, as well as administrative duties. However, adjunct faculty members and part-time instructors of the faculty of Rutgers, the State University; the New Jersey Institute of Technology; Rowan University; the State; and county colleges shall be excluded from this definition.
 ...

“Rowan University” means the public research university described in Chapter 64M of Title 18A of the New Jersey Statutes.
 ...

“University Hospital” means the principal teaching hospital of the New Jersey Medical School, New Jersey Dental School, and any other medical education programs located in Newark, pursuant to the terms of P.L. 2012, c. 45. ABP membership eligibility at this employing location applies only to those individuals employed by the former University of Medicine and Dentistry of New Jersey on June 30, 2013, who became employees of University Hospital on July 1, 2013, under special provisions of P.L. 2012, c. 45. All other employees of University Hospital are not eligible to participate in the ABP.

“University of Medicine and Dentistry” or “UMDNJ” means the University of Medicine and Dentistry of New Jersey established pursuant to the terms of section 3 of P.L. 1970, c. 102 (N.J.S.A. 18A:64G-3). Operations of the UMDNJ were merged with or transferred to Rutgers, the State University, Rowan University, or University Hospital on July 1, 2013, pursuant to the terms of P.L. 2012, c. 45.
 ...

SUBCHAPTER 4. PARTICIPATION IN THE ALTERNATE BENEFIT PROGRAM

17:7-4.1 Mandatory participation in the Alternate Benefit Program

(a) The following employees shall be eligible and shall immediately enroll in the Alternate Benefit Program:

1. All full-time officers and all full-time members of the faculty of Rutgers, the State University; the New Jersey Institute of Technology; Rowan University; the State universities and colleges; the county colleges; and all regularly appointed teaching and administrative staff members in applicable positions, as determined by the Director of the Division;

2. Adjunct faculty members and part-time instructors of the faculty of Rutgers, the State University; the New Jersey Institute of Technology; Rowan University; the State universities and colleges; and the county colleges, who teach a minimum of one three-credit hour course for a full fall or spring semester.

i. Adjunct faculty and part-time instructors will be considered 10-month employees.

ii. Salary is reportable and service will be accrued for teaching only during the spring and fall semesters.

iii. Six months of service credit will be earned for teaching a minimum of one three-credit hour course for the full semester.

iv. Additional teaching responsibilities over the minimum under this paragraph during the spring or fall semester will be pensionable based on the salary earned during each full semester.

v. Teaching assignments outside of the spring or fall semester or below the minimum will not accrue ABP service credit and related salary is not pensionable; and

3. Under special provisions contained in P.L. 2012, c. 45, all ABP members employed by the former University of Medicine and Dentistry of New Jersey on June 30, 2013, who are employees of University Hospital on July 1, 2013.

i. An employee who terminates employment with University Hospital for any reason and subsequently becomes reemployed by University Hospital will not be permitted to resume participation in the ABP.

ii. No employee of University Hospital hired on or after July 1, 2013, except those former employees of the University of Medicine and Dentistry of New Jersey who were employed by University Hospital on July 1, 2013, shall be eligible to participate in the ABP.

17:7-4.2 Ineligibility

(a) Employees meeting the following criteria shall not be eligible to participate in the ABP:

1.-7. (No change.)

8. Members of the Teachers’ Pension and Annuity Fund, the Public Employees’ Retirement System, the Police and Firemen’s Retirement System, or the Group Annuity Plan, who did not elect to transfer to the Alternate Benefit Program in accordance with the provisions of Chapter 64C or 65 of Title 18A of the New Jersey Statutes, P.L. 1967, c. 278 (N.J.S.A. 18A:66-130 et seq.), or P.L. 1967, c. 281 (N.J.S.A. 18A:66-142 et seq.), or P.L. 1968, c. 181 (N.J.S.A. 18A:66-154 et seq.);

9. Any eligible employee who has been enrolled in the Alternate Benefit Program for at least one year who is promoted or transferred to a part-time position within the institution will not be eligible for continued participation in the Alternate Benefit Program on the basis of that employment, unless they are covered by N.J.A.C. 17:7-4.1(a)2;

10. Non-U.S. citizens employed outside the United States; and

11. U.S. citizens employed outside the United States, where compensation paid is not subject to tax under the Federal Insurance Contributions Act (FICA).

(b) (No change.)

SUBCHAPTER 5. CONTRIBUTIONS TO THE ABP RETIREMENT PLAN

17:7-5.2 Employee contribution; pick-up in ABP Retirement Plan

(a) Employee contributions will be made as follows:

1. Rutgers, the State University; the New Jersey Institute of Technology; University Hospital; and Rowan University shall reduce the compensation of each participant in the ABP Retirement Plan and pay over to the insurers or mutual fund companies for the benefit of the participant an employee contribution for the retirement annuity contract or contracts equal to five percent of the participant’s base salary. The intervals for payroll shall be determined by the respective school governing bodies.

2. (No change.)

(b) (No change.)

17:7-5.3 Employer contributions

(a) The employer contribution(s) will be made as follows:

1. Based on a certification to the Division by Rutgers, the State University; Rowan University; University Hospital; and the New Jersey Institute of Technology of the number and base salary of participants, the Division shall authorize the State to make payment of the employer contributions to the ABP Retirement Plan at a rate equal to eight percent of the participant's base salary, except the amount of the contribution shall not exceed eight percent of the maximum salary for department officers established pursuant to section 1 of P.L. 1974, c. 55 (N.J.S.A. 52:14-15.107), which moneys shall be paid to the pension providers for the benefit of each participant.

2.-4. (No change.)

(b)-(c) (No change.)

SUBCHAPTER 8. DISTRIBUTIONS AND MINIMUM DISTRIBUTION REQUIREMENTS—ABP RETIREMENT PLAN

17:7-8.1 Distribution and repurchase

(a) (No change.)

(b) In the event a participant in the ABP Retirement Plan terminates his or her employment for reasons other than retirement or disability and requests cash out of his or her annuity or annuities after the participant's 55th birthday, such cash-out amounts shall be allowed provided it meets the conditions under which the insurer or mutual fund company will repurchase annuities automatically.

1.-3. (No change.)

17:7-8.8 (No change in text.)

Recodify existing N.J.A.C. 17:7-8.8 and 8.9 as 8.9 and 8.10 (No change in text.)

SUBCHAPTER 12. NEW JERSEY ADDITIONAL CONTRIBUTIONS TAX-SHELTERED PROGRAM (ACTS)

17:7-12.1 Employee voluntary contributions to ACTS

(a) State and participating institutions are authorized to enter into agreements with ACTS participants for voluntary salary reductions of compensation to the maximum limitations set forth in IRC § 415(c) and the regulations thereunder, in order to purchase from the selected pension providers retirement or annuity contracts that are tax deferred under IRC § 403(b). The Board of Governors of Rutgers, the State University; the Board of Trustees of the New Jersey Institute of Technology; the Board of Trustees of Rowan University; and the boards of trustees of State and county colleges, are hereby authorized to enter into an agreement with each employee participating in the ABP whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the agreement of the respective institution to use a corresponding amount to purchase an annuity for such employee, so as to obtain the benefits afforded under IRC § 403(b). Any such agreement shall specify the amount of such reduction, the effective date thereof, and shall be legally binding and irrevocable with respect to amounts earned while the agreement is in effect; provided, however, that such agreement may be terminated after it has been in effect for a period of not less than one year upon notice in writing by either party, and provided further that not more than one such agreement shall be entered into during any taxable year of the employee. For the purposes of this section, any investment option and annuity or other contract offered by the DSP that meets the requirements of IRC § 403(b), may be utilized. The amount of the reduction in salary under any agreement entered into between the institutions and any employee pursuant to this section shall not exceed the limitations set forth in IRC §§ 415(c) and 403(b).

(b)-(c) (No change.)

17:7-18.4 (No change in text.)

Recodify existing N.J.A.C. 17:7-18.4, 18.5, 18.6, and 18.7 as 17:7-18.5, 18.6, 18.7, and 18.8 (No change in text.)

SUBCHAPTER 21. CLAIMS AND APPEAL PROCEDURES

17:7-21.1 Appeal from Division decisions

(a) An Alternate Benefit Program participant may appeal a preliminary administrative determination from the Division by submitting a written statement to the Director of the Division within 45 days after the date of written notice of the determination. The Director of the Division shall reply to an appeal within 45 days with a written administrative determination.

(b) An Alternate Benefit Program Retirement Plan participant may appeal the initial administrative determination of the Director of the Division, in writing, within 45 days from the date of the Director's determination. If no such written statement is received within the 45-day period, then the Director's initial administrative determination shall be considered a final administrative determination.

(c) (No change.)

(d) The Division shall determine whether to grant an administrative hearing based upon the standards for a contested case hearing set forth in the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

1. Administrative hearings shall be conducted by the Office of Administrative Law pursuant to the provisions of N.J.S.A. 52:14B-1 et seq. and N.J.A.C. 1:1.

2. If the granted appeal involves solely a question of law, the Division may retain the matter and issue a final determination, which shall include detailed findings of fact and conclusions of law based upon the documents, submissions, and legal arguments of the parties. The Division's final determination may be appealed to the Superior Court, Appellate Division.

3. If the granted appeal involves questions of fact, the Division shall submit the matter to the Office of Administrative Law.

SUBCHAPTER 22. BENEFICIARY – GROUP LIFE INSURANCE PLAN ONLY

17:7-22.1 Beneficiary designation

(a) The designation of a beneficiary by a participant or retirant shall be made in writing on the applicable form to the Division and filed with the Division. The participant or retirant may, from time to time and without the consent of his or her designee, change the beneficiary by filing a written notice of the change on the applicable form. The new designation will be effective on the date the applicable form, in proper form, is received by the Division, and any prior applicable form shall thereupon become void.

(b) If more than one beneficiary is designated and in such designation the participant or retirant has failed to specify their respective interests, the beneficiaries shall share equally.

(c) Any amounts due for which there is no beneficiary at the death of a participant or retirant, shall be payable to the estate of such participant or retirant.

(d) With respect to any death benefits payable on the basis of the individual retirement annuity contract or contracts, all settlement options will be made available to the participant, retirant, or beneficiary, as are allowed by the insurer or insurers.

(e) The provisions of this section shall be construed separately with respect to each of the death benefits for which a beneficiary is designated by the participant or retirant.

17:7-22.2 Construction of beneficiary designation

(a) A beneficiary designation will be construed according to the following provisions:

1. Any statement in a beneficiary designation referring to a beneficiary's relationship to the participant is for convenience or information only, and has no effect in the construction or interpretation of the beneficiary designation.

2. A beneficiary designation will be construed to dispose of all of the remaining benefits under the Group Life Insurance Plan and will not be accepted otherwise. However, if a beneficiary designation specifies shares that total less than 100 percent of the benefit as the result of a beneficiary predeceasing the member, the Plan Administrator will adjust the shares pro rata, so that the shares equal 100 percent.

3. Except as otherwise provided by the Group Life Insurance Plan, a beneficiary designation that uses a term or phrase that would have significance in construing or interpreting a conveyance or disposition of a decedent's estate will, except as otherwise specified by the participant, be construed or interpreted according to the Uniform Probate Code (without regard to the participant's domicile at the time he or she made the beneficiary designation or at the time of his or her death). Likewise, if a beneficiary designation remains ambiguous after applying all provisions and construction rules stated by the Group Life Insurance Plan, but would be resolved by applying the rules of construction and interpretation of the Uniform Probate Code for construing a beneficiary designation or conveyance, such rules will apply to the beneficiary designation, except as otherwise provided by the Group Life Insurance Plan. Notwithstanding anything in this subsection, the Plan Administrator will not give effect to any Uniform Probate Code provision concerning the effect of divorce or marital separation. Also, the Plan Administrator will not give effect to any Uniform Probate Code provision or any construction or interpretation principle that would require the Plan Administrator to consider information not in the Group Life Insurance Plan records.

17:7-22.3 Beneficiary must be alive when the distribution becomes payable

Notwithstanding any beneficiary designation or any law to the contrary, a person will not be a beneficiary unless he or she is living or it exists when the distribution otherwise would become payable. Further, a person that would receive a distribution as a trustee or other fiduciary will not be a beneficiary unless the person that the trustee or fiduciary serves is living or exists when the distribution would become payable. Any right of a beneficiary is strictly personal to that beneficiary and lapses on his or her death. Any undistributed benefit that would have been distributable to a person had he or she lived is not distributable to that person's legatees or heirs. On a beneficiary's death, any undistributed benefit attributable to that beneficiary becomes distributable to the remaining primary beneficiaries or beneficiary if any, or if none, to the remaining contingent beneficiaries or beneficiary, in each case to be distributable in equal shares to all living beneficiaries of the applicable primary or contingent beneficiary class.

17:7-22.4 Marriage or status has no effect

Notwithstanding any law to the contrary, a marriage, civil union, domestic partnership, or a divorce, dissolution, annulment, revocation, or other end of a marriage, civil union, or domestic partnership, or any other creation, interruption, or end of a spouse or other family relationship has no effect concerning whether a person is (or is not) a beneficiary.

17:7-22.5 Lack of beneficiary designation

(a) If a participant failed to designate a beneficiary (including a failure because the participant's beneficiary designation is invalid or ineffective) or no beneficiary designated by the participant is living or exists when the distribution otherwise would become payable, then the participant's estate is the beneficiary to the extent of the failure or invalid or ineffective designation. For the purposes of this subsection, the Plan Administrator may rely on an appropriate court order or the personal representative's written statement as to the identity (including name, address, and taxpayer identifying number under IRC § 6109) of and shares allocable to the persons entitled to such estate.

(b) Invalid designations include any document that contains:

1. Provisions that have been crossed out;
2. Provisions that have been whited out;
3. Provisions completed in pencil;

4. Provisions that list the same individual(s) as both the primary and contingent beneficiary;

5. Provisions that use nicknames; the beneficiary's legal name must be provided;

6. Provisions that use general terms, like "my children" or "my grandchildren"; the specific name of each individual beneficiary must be listed;

7. In cases where a participant provides a distribution using specific percentages, provisions that do not add up to 100 percent; and

8. In cases where the participant provides a distribution using specific fractions, provisions that do not add up to one.

17:7-22.6 A slayer cannot be a beneficiary

A named beneficiary who feloniously and intentionally kills the participant or another beneficiary is not a beneficiary and is not entitled to any distribution or any other right under the Program or any Plan under the ABP Program; and any benefit is paid as though the killer had predeceased the participant or beneficiary.

17:7-22.7 Death of participant; notice

Upon receiving notification of the death of a participant, the Division shall process the necessary forms related to such death and notify the insurer providing life insurance coverage.

17:7-22.8 Assignments; group life insurance

(a) (No change.)

(b) Any such assignment, whether made before or after June 28, 1973, the effective date of this section, shall entitle the insurer to deal with the assignee as the owner of all rights and benefits conferred on the insured under the group life policy in accordance with the terms of the assignment.

17:7-22.9 (No change in text.)

Recodify existing N.J.A.C. 17:7-22.5 and 22.6 as 22.10 and 22.11 (No change in text.)

(a)

DIVISION OF REVENUE AND ENTERPRISE SERVICES

Uniform Commercial Code (UCC)

Readoption with Amendments: N.J.A.C. 17:33

Adopted New Rule: N.J.A.C. 17:33-2.9

Adopted Repeal and New Rule: N.J.A.C. 17:33-2.3

Proposed: October 6, 2014, at 46 N.J.R. 2016(a).

Adopted: April 8, 2015, by Andrew P. Sidmon-Eristoff, State Treasurer.

Filed: April 8, 2015, as R.2015 d.074, **without change**.

Authority: N.J.S.A. 12A:9-501 and 12A:9-526.

Effective Dates: April 8, 2015, Readoption;

May 4, 2015, Amendments, Repeal, and New Rule.

Expiration Date: April 8, 2022.

Summary of Public Comment and Agency Response:

No comments were received.

Federal Standards Statement

A Federal standards analysis is not required because the rules readopted with amendments, new rules, and a repeal relate strictly to the State of New Jersey and its Uniform Commercial Code statutes. The rules are, therefore, independent from any Federal systems or requirements.

Full text of the readopted rules can be found in the New Jersey Administrative Code at N.J.A.C. 17:33.

Full text of the adopted amendments and new rules follows: